

Public Safety Committee
Warren County Office of Emergency Services
AGENDA
March 2, 2015

Committee Members: WOOD, Girard, Taylor, Frasier, Brock, Seeber, Simpson

- I. Committee meeting called to order by Chairman
- II. Motion to approve minutes of prior committee meeting
- III. Action Agenda/New Business
 1. **Request:** Resolution request for the appointment/reappointment of the Fire Advisory Board.
Rationale: All appointments are to expire on April 30, 2015.
 2. **Request:** Resolution request to approve revisions to the Warren County Comprehensive Emergency Management Plan.
Rationale: This document is the over-arching plan for all response plans within Warren County.
 3. **Request:** Resolution request to establish a capital project account for the Hazard Mitigation Grant Program.
Rationale: This grant program includes funding for mitigation planning, the drafting of the plan and its submission to the Regional Administrator for approval of the Warren County Multi-Jurisdictional Hazard Mitigation Plan.
- IV. Referral/Pending Items
No pending items this month.
- V. Information for Discussion/Review
- VI. Privilege of the Floor to discuss any additional items to come before the Committee
- VII. Motion to adjourn

Attachments

#1 Request to Appoint or Reappoint Member of Committee, Board or Agency

#2 Miscellaneous

#3 Request to Establish Capital Project or Capital Reserve Project

RESOLUTION REQUEST FORM NO. 1

Request to Appoint or Reappoint Member of Committee, Board or Agency*

****If more than one person is being appointed, please attach additional sheets***

DEPARTMENT NAME: Office of Emergency Services

DATE: March 2, 2015

- (a) Name of Appointee: Warren County Fire Advisory Board (see attached)
- (b) Is this a Reappointment? Yes If so, please provide the Resolution No. which authorized the last appointment of this individual 195 of 2014
- (c) If a Certificate of Appointment applies, please provide a copy of the prior certificate of appointment, if possible.
- (d) If person is being Appointed as a Representative of a Specific Group/Agency, please list their Affiliation and Title (see attached)
- (e) Address of Appointee: (see attached)
- (f) Title of Appointment: Fire Advisory Board Member
- (g) Effective Date of Appointment: May 1, 2015
- (h) Termination Date of Appointment: April 30, 2016
- (i) Name of Person Being Replaced (if applicable): (see highlighted rows)
- (j) Reason for Replacement: Election

WARREN COUNTY FIRE ADVISORY BOARD - MEMBER CONTACT LIST

Name	Address	Phone	Fire Dept/Co
Chief Eric Lettus			So. Queensbury FD
Chief Jeremy Bradway			Thurman FC
Chief Mike Gordon			West Glens Falls FD
Chief Joe Duprey			Queensbury Central FD
Chief Eddie-Jo Moulton			Luzerne-Hadley FD
Chief Robert Frevele			Riverside FC
Chief James Hayes			Horicon FC
Chief John Donohue			North River FD
Chief Jeremy Coon			Bolton Landing FD
Chief Pat Mellon			Bay Ridge FC
Chief Fred Comstock			Garnet Lake FD
Coordinators			
Ted Little			Deputy Coordinator
Brian LaFlure			Fire Coordinator
Jamie Schrammel			Deputy Coordinator/HAZMAT
Scott Combs			Deputy Coordinator
Charles Mellon, Jr			Deputy Coordinator
Micki Guy			EMS Coordinator
Communications			
Larry Jeffords			WCSD Communications Supervisor
Evan Donegan			DEC

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

****Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.
Please attach any backup information available and be as detailed as possible.***

DEPARTMENT NAME: Office of Emergency Services

DATE: March 2, 2015

- (a) Purpose of Request: To approve revisions to the Warren County Comprehensive Emergency Management Plan.

- (b) Details:

- (c) Previous Resolution Number: 777 of 2003 and 129 of 2014

- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount:

Sample: A.8021 470 Planning & Community Development – Contract

* as listed in budget and LOGOS

RESOLUTION REQUEST FORM NO. 8

Request to Establish Capital Project or Capital Reserve Project*

****If this is the result of a grant award, also complete and submit Form No. 5 or 6***

DEPARTMENT NAME: Office of Emergency Services

DATE: March 2, 2015

- (a) Exact Title* and Number of Project (must be obtained from Treasurer's Office): **H358.9550 280 Hazard Mitigation Grant Program**
- (b) Is this a Capital Project? **Yes**
- (c) Is this a Capital Reserve Project? **No**
- (d) Amount of Project: **\$150,000**
- (e) Source of Funding (including name & title of codes, etc.):
H358.9550 4308 - Hazard Mitigation \$112,500
H358.9550 5031 - Interfund Transfers \$37,500
- (f) Purpose of Establishment: **Updating the Warren County Multi-Jurisdictional Hazard Mitigation Plan.**

***Title should reflect department if possible:**

i.e. Capital Project No. H274.9550 280 *Replace VASI with PAPI* would be clearer if name was listed as Airport *Replace VASI with PAPI*.

**Public Safety Committee
Sheriff's Committee Agenda
March 2, 2015**

Committee Members: Wood, Girard, Taylor, Frasier, Brock, Seeber, Simpson

- I. Committee meeting called to order by Chairman
- II. Motion to approve minutes of prior committee meeting
- III. Action Agenda
 - A. Request reso for new contract with SimplexGrinnell,LP for internal obstruction inspection of the fire sprinkler system.
 - B. Request reso to amend source of funding for the inmate law library which is contracted with LexisNexis in resolution 590 of 2014 and paid for in our contract code. We can now pay for these services with the Warren County Sheriff's Office Commissary Fund at no cost to the County Taxpayer!
- IV. Referral / Pending Items
 - A. XXXXX
- V. Topics for Discussion
 - A. Filled 4 positions in Corrections due to 1 resignation, 1 termination, 2 promotions. Impact to budget is a \$36,360.00 savings.
- VI. Motion to adjourn

Attachments:

- #1. Reso request form #3 / New Contract with SimplexGrinnell, LP
- #2. Reso request form #20

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Sheriff

DATE: February 26, 2015

- (a) Is this a Result of a Bid or Request for Proposal? ~~Bid~~ *PROPOSAL*
- (b) Purpose of Contract: internal obstruction inspection of the fire sprinkler system.
- (c) Name of Contractor: Simplex Grinnell Service
- (d) Address of Contractor: 1399 Vischer Ferry Rd, Clifton Park NY 12065
- (d) Contractor's Contact Person and Telephone Number: Kristen Cassells
- (f) Has or will the Contract be provided, if so, please attach: they will provide
- (g) Commencement Date of Contract: upon execution of contract
- (h) Termination Date of Contract: upon completion of inspection
- (i) Payment Provisions: i) lump sum amount \$1,588.64
ii) hourly rate amount
iii) total amount not to exceed \$
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: OR Capital Project OR Capital Reserve Project Number, Title, and Amount: \$1,588.64 A.3110 470

Sample: A.1010 470 Legislative Board – Contract \$xx.xx
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx



Fire & Security

SimplexGrinnell, LP
1399 Vischer Ferry Road
Clifton Park, NY 12065 U.S.A.
Tel. (518) 952-6040
Fax (518) 383-4708

SimplexGrinnell

PROPOSAL AND CONTRACT

SimplexGrinnell Contract #	Salesperson: Melissa Richards	Date: 1-5-14
Invoice To: Warren County Sheriff's Dept 1400 Rt 9 Lake George, NY 12845	Job Location: same	Customer PO #

SimplexGrinnell, for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the conditions outlined below:

SCOPE OF WORK: *If this project is exempt you MUST provide your exemption certificate.*

In regards to the recent Fire Sprinkler inspection we identified the following deficiencies that shall get taken care of in order to be in compliance with NFPA 25:

We need to complete the required NFPA 25 5 year internal obstruction inspection on your Fire Sprinkler system(s). This work includes opening the flushing connection at the end of each main per floor and by removing 4-6 sprinklers per floor toward the end of each branch line per floor, as well as complete internal inspection of wet/dry check valves, FDC (Fire Dept. Connection) line and Inspector's test valve for the purpose of inspecting for the presence of foreign organic and inorganic material.

The greatest underlying problem with fire sprinkler piping is that corrosion activity is generally out of sight, and therefore out of mind. This was added to the NFPA 25 code back in 2002 in attempt to prevent the destruction of piping systems caused by microbiologically influenced corrosion (MIC). Microbiologically influenced corrosion (MIC) almost always occurs in conjunction with other types of corrosion, including rust or other oxidation, scaling and galvanic corrosion.

MIC not only forms in wet sprinkler systems, but also in dry-pipe systems where water is left standing, either from poor drainage, condensation, too frequent testing or valve leakage. In fact, dry-pipe systems with remnant water offer a highly favorable environment for MIC. In the absence of such inspection, MIC is usually revealed by the presence of a pinhole leak. Unfortunately at that point it would be too late to save the affected pipe and possibly the entire system.

******Please note that this will require full water shut-off for up to 8 hrs. If off hours labor is preferred due to this, please specify that option below.**

Customer to provide lift if needed to complete above work.

This quote is based on contracted NYS terms and conditions.

Group No: 77201

Award No: 20191

SimplexGrinnell Contract No: PT63104 (Replaces PC61068)

Revision No: 12 Revision Effective Date: April 14, 2014

THIS QUOTE IS TO REPAIR DEFICIENCIES FOUND DURING RECENT INSPECTION. THIS QUOTE INCLUDES INSTALLATION OF EQUIPMENT. CUSTOMER IS RESPONSIBLE FOR PROVIDING ACCESS TO DEVICES WHICH NEED REPLACEMENT. SHOULD SPECIAL EQUIPMENT BE NEEDED THAT THE CUSTOMER IS NOT ABLE TO PROVIDE; SIMPLEXGRINNELL MUST BE NOTIFIED IN ADVANCE OR ADDITIONAL CHARGES MAY APPLY. THIS QUOTE IS FIRM FOR 30 DAYS AND IS BASED UPON ACCEPTANCE OF DELIVERY OF ONE (1) YEAR. THIS QUOTE DOES NOT INCLUDE APPLICABLE TAXES.

TERMS OF THIS AGREEMENT ARE	NET 10 <input type="checkbox"/>	NET 30 <input type="checkbox"/>	C.O.D. <input type="checkbox"/>
<input checked="" type="checkbox"/> Fixed Price business hours pricing \$1588.64			
<input type="checkbox"/> Fixed Price off hours pricing \$2859.52			

IMPORTANT NOTICE TO CUSTOMER

- A. The price for work to be performed under this agreement on a time and material basis shall be based upon the prevailing SimplexGrinnell prices for material, labor, and related items, in effect at the time supplied under this agreement. Further, in the event that this agreement is executed on a "price not to exceed" basis, the price to the customer shall be lesser of: 1. The limit price quoted, OR 2. The actual cumulative billing based on the aforementioned prevailing prices.
- B. Unless otherwise agreed in writing between the parties, the Customer shall pay SimplexGrinnell within thirty (30) days of the date of this Agreement. If SimplexGrinnell is subsequently requested by the Customer to perform additional work beyond the work set out in the above scope of work, the Customer shall pay SimplexGrinnell within net 10 or net 30 days (as selected above) from the date of the invoice or the date of completion of the work, whichever is earlier. The Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Where the Agreement is not executed, payment shall constitute acceptance of the terms and conditions of this Agreement.
- C. Additional work performed for the Customer by SimplexGrinnell (beyond the work set out in the above scope of work section) will be included in subsequent invoices and shall be governed by and subject to all of the terms and conditions of this Agreement.
- D. CUSTOMER AGREES THAT SIMPLEXGRINNELL'S LIABILITY FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGREEMENT PRICE SET OUT ABOVE (AS INCREASED BY THE PRICE FOR ANY ADDITIONAL WORK) OR, WHERE THE TIME AND MATERIAL TERM IS SELECTED ABOVE, CUSTOMER'S TIME AND MATERIALS PAYMENTS TO SIMPLEXGRINNELL. CUSTOMER FURTHER AGREES THAT SIMPLEXGRINNELL SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY ECONOMIC LOSS DAMAGES OF ANY KIND AND THAT THE CUSTOMER SHALL HOLD SIMPLEXGRINNELL HARMLESS FROM ANY AND ALL THIRD PARTY CLAIMS RELATING TO THE CUSTOMER'S FAILURE TO MAINTAIN THE SYSTEMS OR TO KEEP THEM IN OPERATIVE CONDITION OR RELATING TO SIMPLEXGRINNELL'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT.
- E. THIS AGREEMENT CONSISTS OF THIS AGREEMENT PAGE AND THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO, and is the complete agreement between the parties. Customer acknowledges that he has read this agreement, understands it, and agrees to be bound by its terms and conditions. Neither party shall be bound by any statements or representation not contained in this agreement.

[Customer name]

By: _____

Name:
Title:

SIMPLEXGRINNELL, LP

Licensed by N.Y.S. Department of the State -NYS Lic. #12000051851

By: Melissa Richards

Name: Melissa Richards
Title: Service Integrity Rep

TERMS AND CONDITIONS

1. **Payment.** Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Further, in the event that this Agreement is executed on a "price not to exceed" basis, the price to Customer shall be lesser of: 1) the limit price quoted, or 2) the actual cumulative billing based on the aforementioned prevailing rate. Unless otherwise agreed in writing between the parties, Customer shall pay Company within thirty (30) days of the date of this Agreement. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Company shall have the right, at Company's sole discretion, to stop performing any Services if Customer fails to make any payment when due, until the account is current. The Customer's failure to make payment when due is a material breach of this Agreement.

2. **Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work. If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. Company may increase prices upon notice to the Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to federal, state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement.

3. **Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. **Limitation of Liability; Limitations of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and

material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. **General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests, e.g. working around equipment shutdowns, after hours work. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT

INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

8. **Customer Responsibilities.** Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- Provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- Supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- Notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- Provide a safe work environment;
- In the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

9. **Repair Services (if Selected by Customer).** Where Customer expressly includes repair, replacement, and emergency response services in the Scope of Work, such services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company during the initial inspection, for which Company may submit independent pricing to customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

10. **System Equipment.** The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

11. **Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on

TERMS AND CONDITIONS

Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are operational at the time of inspection. Final responsibility for the condition and operation of the Covered System(s), equipment and components lies with Customer.

12. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

13. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "Permit confined space," as defined by OSHA,
- Risk of Infectious disease,
- Need for air monitoring, respiratory protection, or other medical risk,
- Asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions".

Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

14. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. **EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.**

15. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including

reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select outside counsel to represent it in any such action.

16. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

17. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. (i) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. (ii) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

18. Exclusions. This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

19. Force Majeure. Company shall not be responsible for delays or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company.

20. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

21. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after

the termination of this Agreement.

22. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

23. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

24. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

25. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

26. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

27. Legal Fees. Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

28. License Information (Security System Customers): AL Alabama Electronic Security Board of Licenses 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, Ca, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.

ASBESTOS QUALIFICATION

Should it be discovered that SimplexGrinnell LP's employees are being exposed to asbestos fibers in excess of limitations established by various governmental agencies, all additional costs necessary to properly protect these individuals shall be borne by the Buyer, and since the Buyer desires to have this work completed, said Buyer shall indemnify SimplexGrinnell LP against all claims, or suits brought by exposed individuals. It should be duly noted that any costs involved for "qualified laboratory testing" of any work area for asbestos exposure concentrations are not included in this SimplexGrinnell LP proposal price.

Attached is the OSHA Awareness Information requested.

PIPE ESCALATION CLAUSE

STEEL PIPE PRICES

CUSTOMER AGREES THAT THE PRICING OFFERED IN THIS PROPOSAL BY SIMPLEXGRINNELL FOR THIS PROJECT IS BASED UPON THE PRICE OF STEEL AND ITS AVAILABILITY AS OF THE DATE OF THIS AGREEMENT. CUSTOMER AND SIMPLEXGRINNELL AGREE THAT GIVEN THE CURRENT MARKET TRENDS AND CONDITIONS, THE COST AND AVAILABILITY OF STEEL AND STEEL PRODUCTS MAY RISE AND THAT ANY INCREASES TO THE PRICE OF STEEL ORDERED BY SIMPLEXGRINNELL FOR THIS PROJECT AFTER THE DATE OF THIS AGREEMENT OR FOR ANY SURCHARGES OR OTHER COSTS IMPOSED, SHALL RESULT IN A CORRESPONDING DOLLAR-FOR-DOLLAR INCREASE IN SIMPLEXGRINNELL'S PROPOSAL PRICE FOR THIS AGREEMENT.

SIMPLEXGRINNELL AGREES TO PROVIDE INFORMATION TO THE CUSTOMER ABOUT ANY INCREASE IN THE PRICE OF STEEL AND CUSTOMER AGREES TO EXECUTE AT SIMPLEXGRINNELL'S REQUEST AN ADDENDUM, AND A NON-DISCLOSURE AGREEMENT WITH SIMPLEXGRINNELL.

CUSTOMER AGREES TO PAY SIMPLEXGRINNELL FOR ANY INCREASES AS DESCRIBED ABOVE PURSUANT TO THE TERMS AND CONDITIONS AGREED UPON AND STATED IN THE PROPOSAL, AND ABOVE MENTIONED ADDENDUM BETWEEN SIMPLEXGRINNELL AND THE CUSTOMER.

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

****Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.
Please attach any backup information available and be as detailed as possible.***

DEPARTMENT NAME: Sheriff - Correction Division

DATE: 02-24-2015

- (a) Purpose of Request: **Amend source of funding in Resolution No. 590 of 2014**

- (b) Details: **To allow for payment of the current inmate law library services contract from the Warren County Sheriff's Office Commissary Fund checking account.**

- (c) Previous Resolution Number: **590 of 2014**

- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: **No Cost to the County - Services with be paid through the Warren County Sheriff's Office Commissary Account.**

Sample: A.8021 470 Planning & Community Development – Contract

* as listed in budget and LOGOS

Warren County Sheriff Bud York Elected to the Executive Committee of the New York State Sheriffs' Association

Albany, NY – February 27, 2015 – The New York State Sheriffs' Association held its election of executive committee members at its 81st Annual Winter Training Conference this week at the Desmond Hotel in Albany, NY. Members elected Warren County Sheriff Bud York to the executive committee. Sheriff York will work with the newly elected President of the Association, Niagara County Sheriff James Voutour, and sheriffs across New York, to further the efforts of the Sheriffs' Association to enhance public safety across New York State through professional training and accreditation programs, public safety programs, and advocacy.

The New York State Sheriffs' Association, Inc. is a not-for-profit corporation, formed in 1934, for the purpose of assisting sheriffs in the efficient and effective delivery of services to the public. It comprises all of the elected and appointed sheriffs of New York State.

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Photo Caption: Warren County Sheriff Bud York (left) is sworn in as a member of the executive committee of the NYS Sheriffs Association by Thomas Beilein, Chairman of the NYS Commission of Correction (right) at the installation of officers at the Association's 81st Annual Winter Training Conference at the Desmond in Albany.

